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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract with Berndt Tree Service, of Lodi, for Removal of 41 Modesto Ash Trees (\$22,000) and Appropriating Funds (\$15,000)

MEETING DATE: December 21, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract with Berndt Tree Service, of Lodi, for removal of 41 Modesto Ash trees in the amount of \$22,000 and appropriating funds (\$15,000).

BACKGROUND INFORMATION: Trees are a benefit to the urban environment. Healthy trees reduce air and noise pollution, provide energy-saving shade and cooling, furnish habitat for wildlife, and provide an important aesthetic value to the landscape. As a result, the City removes trees only when it is in the interest of the public's safety or expense. In 2002, the City hired a company to inventory and evaluate Lodi's urban forest. One of the company's recommendations was to eliminate Modesto Ash trees from our inventory because they are prone to 1) mistletoe; 2) a condition known as "included" bark, which leads to major limb splits; and 3) excessive pruning requirements that over time results in disfigured trees.

This project includes the removal of 41 Modesto Ash trees from various streets within the City of Lodi.

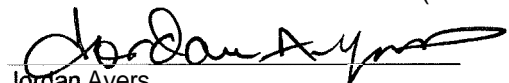
Specifications for this project were approved on October 5, 2011. The City received the following five bids for this project on November 3, 2011.

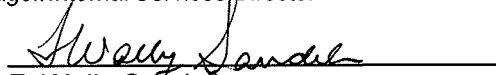
Bidder	Location	Bid
Engineer's Estimate		\$30,000
Berndt Tree Service	Lodi	\$22,000
West Coast Arborists	Anaheim	\$28,470
A-Plus Tree Service	Vallejo	\$29,970
Grover Landscape	Modesto	\$46,760
Jensen Tree Services	Roseville	\$64,982

FISCAL IMPACT: The trees are in poor condition and are a liability to the City.

FUNDING AVAILABLE: Budgeted FY 2010/11
Street Measure K Maintenance (325314): \$15,000


Additional Appropriation
Street Measure K Maintenance (325314): \$15,000
\$30,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KEG/pmf
cc: Deputy Public Works Director - Utilities

APPROVED: _____


Konrad Bartlam, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and BERNDT TREE SERVICE herein called "**Contractor**."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bond

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-100, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete the bid item tree and stump removal as specified in the bid summary. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.

MODESTO ASH REMOVAL 2011-2012

ITEM 1. TREE & STUMP REMOVAL

Item 1 consists of removing forty-one (41) Modesto Ash trees at the locations reflected below, including property owner notification, mobilization, tree removal, off haul and disposal of all cuttings and stump grindings; included stump grindings shall be performed to a depth of 18 inches below existing grade; including the backfill and compaction of all depressions resulting from the stump grinding work and repair/replacement of any irrigation system components damaged as a result of the work.

Location	Quantity	Address	Diameter at Breast Height (DBH) (inches)	Cost Per Location
1	2	22 S California St	21 to 31	\$1,400
2	1	420 S Central Ave.	28	\$800
3	3	912 S Central Ave.	13 to 24	\$1,000
4	1	706 S Church St.	18	\$350
5	1	724 S Church St.	25	\$850
6	1	734 S Church St.	21	\$500
7	2	1000 S Church St.	33	\$1,900
8	1	1206 S Church St.	19	\$400
9	1	1210 S Church St.	19	\$300
10	1	209 W Eureka Ave.	26	\$500
11	1	209 W Eureka Ave.	26	\$500
12	1	504 W Falls Ave.	25	\$500
13	1	508 W Falls Ave.	21	\$400
14	1	509 W Falls Ave.	20	\$500
15	2	512 W Falls Ave.	30 to 24	\$1,200
16	4	515 W Falls Ave.	25 to 27	\$1,900
17	1	224 N Garfield St.	24	\$750

Location	Quantity	Address	Diameter at Breast Height (DBH) (inches)	Cost Per Location
18	2	810 N Grant Ave.	28	\$1,200
19	1	501 W Locust St	19	\$750
20	2	805 W Locust St	23 to 29	\$1,200
21	5	340 W Louie Ave.	12 to 19	\$1,500
22	1	508 W Pine St	32	\$750
23	2	622 W Pine St	16 to 25	\$900
24	1	226 S Pleasant Ave.	23	\$750
25	2	29 S Washington St	26 to 29	\$1,200
Total				\$22,000

References must be submitted with bid proposal as described in Section 2.1400

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

Ninety (90) Calendar Days after receipt of the Notice to Proceed.

**MODESTO ASH TREE REMOVAL 2011-2012
CONTRACT**

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WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated:_____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

Telephone

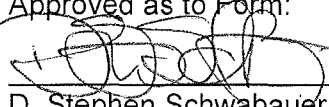
CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:



D. Stephen Schwabauer
City Attorney

2. JV#

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	12/07/2011
4. DEPARTMENT/DIVISION:	Public Works		

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	325	325000	7700	Capital Projects New	\$ 15,000.00
	325		3205	Fund Balance	\$ 15,000.00
B. USE OF FINANCING	325	325314	7323	Tree Removal	\$ 30,000.00

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.	
FY 11/12 Contract for Modesto Ash tree removals business unit and appropriate additional \$15,000	Reallocate \$15,000 approved in the budget to the appropriate capital

Meeting Date: 12/21/2011 Res No: 1 Attach copy of resolution to this form.

Res No: _____ Attach copy of resolution to this form.

Wally Sanders

Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation. Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-197

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR REMOVAL OF 41 MODESTO ASH
TREES, AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 3, 2011, at 11:00 a.m., for the removal of 41 Modesto Ash trees, described in the specifications therefore approved by the City Council on October 5, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Engineer's Estimate	\$ 30,000
Berndt Tree Service	\$ 22,000
West Coast Arborists	\$ 28,470
A-Plus Tree Service	\$ 29,970
Grover Landscape	\$ 46,760
Jensen Tree Services	\$ 64,982

WHEREAS, staff recommends awarding the contract for the removal of 41 Modesto Ash trees to the low bidder, Berndt Tree Service, of Lodi, California, in the amount of \$22,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the removal of 41 Modesto Ash trees to the low bidder, Berndt Tree Service, of Lodi, California, in the amount of \$22,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that additional funds in the amount of \$15,000 be appropriated from Street Measure K Maintenance for this project.

Dated: December 21, 2011

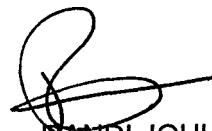
I hereby certify that Resolution No. 2011-197 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 21, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Johnson

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk